



# City of Norfolk

## Invitation For Bids IFB 4904-0-2016/JP

### Medication Distribution Services for the Norfolk Community Services Board (Buprenorphine and Buprenorphine/Naloxone Combination Agents)

Issued: December 17, 2015

The City of Norfolk is seeking a responsive and responsible bidder to provide medication distribution services for the Norfolk Community Service Board in accordance with all terms, conditions and specifications of this solicitation.

**Pre-Bid Conference:** Date/Time: N/A

**Bid Opening Date and Time:** Thursday, February 18, 2016; 2:00 PM Eastern Time

**ACKNOWLEDGE RECEIPT OF ADDENDUM(S):** #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Proposal Contact Name:	
Proposal Contact E-mail Address:	
Proposal Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date:	

I HEREBY CERTIFY THAT MY BID IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THE BIDDER, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS BID AND UNDERSTAND THAT FAILURE TO SIGN THIS BID MAY RESULT IN OUR BID BEING REJECTED.

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## SECTION I – SCOPE OF SERVICES

### A. PURPOSE:

The purpose of this Invitation for Bid (IFB) is for the provision of medication distribution services to provide stock buprenorphine and buprenorphine/naloxone combination agents (DEA Schedule III Controlled Substances) for the Norfolk CSB's Opioid Treatment Program, in accordance with all terms and conditions of this solicitation, for a five (5) year period beginning on the date of award.

### B. BACKGROUND:

The Norfolk CSB provides mental health, intellectual disabilities, and substance abuse services to the citizens of Norfolk. The Norfolk CSB's Opioid Treatment Program provides opioid therapy by administering and dispensing approved medications, with medical supervision, to individuals in an effort to prevent the onset of physical withdrawal symptoms and to stabilize the individual's dependency on opiates.

Based on historic usage over the ten month period between February 2015 and November 2015, the Norfolk CSB estimates an annual requirement of stock medication as follows:

Item	Unit of Issue	Unit Quantity
Buprenorphine (Subutex®) 2 mg sublingual tablets (30 tablets per bottle)	Bottle	15
Buprenorphine (Subutex®) 8 mg sublingual tablets (30 tablets per bottle)	Bottle	25
Buprenorphine/naloxone (Suboxone®) 2 mg/0.5 mg film (30 film strips per box)	Box	35
Buprenorphine/naloxone (Suboxone®) 4 mg/1 mg film (30 film strips per box)	Box	50
Buprenorphine/naloxone (Suboxone®) 8 mg/2 mg film (30 film strips per box)	Box	100
Buprenorphine/naloxone (Suboxone®) 12 mg/3 mg film (30 film strips per box)	Box	20

### C. CONTRACTOR QUALIFICATIONS:

The qualified bidder is one whose primary business and source of revenue is medication distribution services within the past five (5) years, from bid issuance date, of verifiable experience providing goods and services identified in the scope of work below.

1. The bidder shall be authorized and licensed to distribute buprenorphine and its related compounds to an Opioid Treatment Program within the State of Virginia.

### D. WORK REQUIRED:

The Norfolk CSB is requesting written bid responses for the provision of medication distribution services for its Opioid Treatment Program. The successful bidder shall be required to provide the following services:

**1. Order Processing:**

- The CSB will place orders for stock quantities of the following controlled substances. Orders shall be filled using generic formulations, if available:

Buprenorphine (Subutex) 2 mg sublingual tablets  
Buprenorphine (Subutex) 8 mg sublingual tablets  
Buprenorphine/naloxone (Suboxone) 2 mg/0.5 mg film  
Buprenorphine/naloxone (Suboxone) 4 mg/1 mg film  
Buprenorphine/naloxone (Suboxone) 8 mg/2 mg film  
Buprenorphine/naloxone (Suboxone) 12 mg/3 mg film

**2. Delivery of Medications:**

- The successful bidder shall be responsible for medication delivery to the Norfolk CSB Opioid Treatment Program located at 7460 Tidewater Drive, Norfolk, VA 23505.
- Orders shall be filled and delivered to the Opioid Treatment Program within 48 hours (excluding weekends and holidays) of order placement. Delivery must occur Monday through Friday (excluding holidays) between 8:30 AM and 2:00 PM Eastern Standard Time.

**3. Invoicing**

- Charges are to be billed directly to the CSB. Invoices shall be addressed to:

City Programs Manager  
7460 Tidewater Drive  
Norfolk, Virginia 23505

- Terms: the successful bidder must be willing to accept payment up to 45 days after receipt of invoice.

The remaining page has been left blank intentionally

## SECTION II - INSTRUCTIONS TO THE BIDDER

### A. ISSUING OFFICE

City of Norfolk  
Office of the Purchasing Agent  
Attn: Joseph Patterson, Buyer II  
232 E. Main Street, Suite 250  
Norfolk, VA 23510  
Telephone: (757) 823-4588  
Fax: (757) 664-4018  
[joseph.patterson@norfolk.gov](mailto:joseph.patterson@norfolk.gov)

### B. IFB SCHEDULE

Event	Date
IFB Issued	December 17, 2015
Pre-Bid Conference	n/a
Question Deadline 1	January 4, 2016 by 5:00pm EST
Amendment 1 Posted	January 13, 2016
Question Deadline 2	January 22, 2016 by 5:00pm EST
Amendment 2 Posted	February 2, 2016
Bids Due	February 18, 2016 by 2:00pm EST
Intent to Award Posted	February 25, 2016
Contract Start	Upon execution of contract

### C. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

### D. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via [www.DemandStar.com](http://www.DemandStar.com) must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

**E. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:**

All questions relating to this solicitation shall be submitted via e-mail to Joseph Patterson in the Office of the Purchasing Agent, at joseph.patterson@norfolk.gov. For a question to be considered, the subject line of the e-mail must state the following: IFB No. 4904-0-2016/JP Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

**No questions will be considered if they are submitted after January 4, 2016 at 5:00 PM. Only questions related to the answers provided in Amendment 1 will be addressed in Amendment 2. Questions related to Amendment 1 question responses must be submitted by January 22, 2016 at 5:00 pm to be considered for Amendment 2.**

**F. IFB OPENING:**

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

**Office of the Purchasing Agent  
232 E. Main Street, Suite 250  
Norfolk, Virginia 23510  
IFB 4904-0-2016/JP Medication Distribution Services for the Norfolk Community Services Board**

**G. BID SUBMITTAL REQUIREMENTS:**

1. Each Bid shall be submitted to the Issuing Office and shall include the following documents:
  - a. The completed cover page of this IFB, which will contain:
    - i. Original signature of an agent authorized to bind the company;
    - ii. Requested contact information; and,
    - iii. Acknowledgment of any Addendum on page one (1);
  - b. Bid Form; and
  - c. Attachments A – H
  - d. Bidder's Qualifications Statement:
    - i. Bidders shall submit a statement representing their experience of providing medication distribution services within the past five years
    - ii. Bidders shall provide references for three (3) agencies for whom the bidder has provided medication distribution services similar to the work required in the IFB within the past five (5) years. References shall include name of agency, contact person, telephone number, email address, and physical address.

- iii. Bidders shall submit a copy of all licenses which allow for the distribution of the medications within the state of Virginia.
- 2. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
- 3. Bids shall be submitted utilizing the following requirements:
  - i. Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. **Bids received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
  - ii. Include a statement setting forth the basis for protection of all proprietary information, if any.

#### **H. METHOD OF AWARD:**

The award of a contract shall be at the sole discretion of the City. Award will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the IFB, provided that the amount does not exceed the funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Office of the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder will be incorporated and made a part of any City contractual obligation when the award is made.

Bids will be based upon the prices provided in the Bid Form. Bids will be compared on the basis of prices of the medication list provided and their total cost. Please see **Attachment A – Bid Form** to submit bid pricing. Prices provided in the bid form must be valid for at least one (1) year of the initial five (5) year contract. Any increase in medication price must be assessed and approved by the Norfolk Community Services Board.

#### **I. BIDDER CERTIFICATION:**

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the City, and that it will accept any award made to it as a result of the submission.

#### **J. EXCEPTIONS**

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Agreement Work and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.



**K. NONCONFORMING TERMS AND CONDITIONS**

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of nonresponsiveness as a result of the submission of nonconforming terms and conditions.

**L. DISPOSITION OF BIDS:**

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, M. "Disclosure."

**M. DISCLOSURE:**

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidders must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

**N. COST INCURRED IN RESPONDING:**

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**O. BRAND NAME "OR EQUAL" SPECIFICATIONS:**

The provisions of Section 33.1-52 City Code apply. If and wherever in this IFB a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendors' responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

**P. ANTI-COLLUSION:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See **Attachment B**.

**Q. ETHICS IN PUBLIC CONTRACTING:**

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See **Attachment C**.

**R. NONDISCRIMINATION:**

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See **Attachment D**.

**S. DEBARMENT CERTIFICATION:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See **Attachment E**.

**T. BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by City of Norfolk that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

**U. INCOMPLETE DOCUMENTS**

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the City of Norfolk Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the City of Norfolk Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to City of Norfolk.

**V. QUALIFICATION OF BIDDERS**

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by the City of Norfolk.

**W. ALTERNATE BID**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

**X. INFORMALITIES**

The City of Norfolk reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for the City to properly evaluate the bid by a bidder; the City reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

**Y. CITY OF NORFOLK BUSINESS LICENSES**

The successful bidder must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

**Z. AUTHORITY TO TRANSACT BUSINESS:**

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**AA. BID WITHDRAWAL PRIOR TO BID OPENING**

No bid can be withdrawn after it is filed with the Office of the Purchasing Agent unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

**BB. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING**

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or

material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the City of Norfolk Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the City of Norfolk fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

**CC. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT**

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the City to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Bidder understands and agrees that the City is under no obligation to the Bidder to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the City may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other City contract(s), and that in analyzing its needs, the City may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the City does not guarantee that the Bidder will be the exclusive provider of the goods or services covered by the resulting contract.

**DD. INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for a solicitation both as a Bidder and as a subcontractor for another Bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**EE. INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to City may be proposed by the bidder and considered by the City. Written requests for consideration of alternate coverage must be received by the City Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the City denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the City permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Bidder's liability to the City nor as a

limitation of the Bidder's duty of indemnification, as set forth in this solicitation and any resulting Contract.

**FF. NOTICE OF DECISION TO AWARD**

When the City has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all Bidders, using the email address provided in the Bid Form.

## **SECTION III - ATTACHMENTS**

### **ATTACHMENT A – BID FORM**

The Bid Form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel format.

## ATTACHMENT B – ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of \_\_\_\_\_ (name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

## **ATTACHMENT C - ETHICS IN PUBLIC CONTRACTING**

### **Sec. 33.1-86. - Purpose.**

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

### **Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.**

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

- (1) The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
- (2) The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
- (3) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- (4) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

### **Sec. 33.1-88. - Solicitation or acceptance of gifts.**

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-89. - Disclosure of subsequent employment.**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.**

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-91. - Kickbacks.**

- (1) No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of



money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

- (2) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
  - (3) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
  - (4) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.
- (Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.**

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.**

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- (i) Submit a bid or proposal for that procurement or any portion thereof; or
- (ii) Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements**

- (1) The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
- (2) Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.3. - Misrepresentations prohibited.**

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-93. - Penalty for violation.**

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

**State Law reference—** Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: \_\_\_\_\_

#### **ATTACHMENT D - NONDISCRIMINATION**

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: \_\_\_\_\_

**ATTACHMENT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**II. INSTRUCTIONS.**

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III.     **NOTICE.**       This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Name\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

## ATTACHMENT F - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

### I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief, that -  
The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### II. INSTRUCTIONS.

- a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

**ATTACHMENT G - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

**I. CERTIFICATION.**

A. The Bidder/Bidder (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

\_\_\_\_\_

B. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

## **ATTACHMENT H – INSURANCE REQUIREMENTS**

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the City Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter “coverage”, “coverages” or “insurance”) required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

Vendor shall maintain during the term of this agreement insurance of the types and in the amounts described below. Unless otherwise specifically approved by the City, general liability and automobile/vehicle liability policies will be written in an “occurrence” ISO form approved for coverage in the Commonwealth of Virginia, The City of Norfolk, Va., the Community Services Board of Norfolk, Va. and their employees will be included as “Additional Insured” on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies shall provide that the Vendor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Vendor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Vendor’s expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$3,000,000 general aggregate. CGL and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Vendor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE: The Vendor shall maintain during the life of this contract Professional and, or, Errors and Omissions Liability Insurance as shall protect the Vendor against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Vendor’s duties and obligations under this contract whether such operations be by the Vendor, the Vendor’s staff, or by any sub-contractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional/Errors & Omissions Liability Insurance shall be as follows: not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE: The Vendor shall maintain during the life of this contract liability insurance as shall protect the Vendor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;
- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this agreement. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

#### INSURANCE POLICIES/CERTIFICATE OF INSURANCE

VENDOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in this Agreement. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Vendor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the VENDOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Vendor's obligation to maintain such insurance.

SUBCONTRACTOR'S INSURANCE: The Vendor shall require each of his Sub-Contractors to take out and maintain during the life of the sub-contract insurance coverage of the same type and limits required of the Vendor for work performed by the sub-contractor. Each sub-contractor shall furnish to the Vendor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The sub-contractor shall be required to comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Vendor. The Vendor shall furnish at least one copy the sub-contractor's policies/certificate to the City.